

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of the Environment



Request for Applications

District of Columbia

District Department of the Environment (DDOE)

Community Outreach and Education

Request for Applications RFA #2010-ARRA-SEP-GRNFTH

Green Faith-Based Initiative

Section I: Funding Opportunity Description.

This Request for Applications (RFA) is for the award of one or more subgrants to further awareness of energy conservation and proper environmental stewardship within the faith-based community in the District of Columbia.

The primary function of the “Green Faith Initiative” is to reach out to the District’s numerous faith-based institutions and places of worship with energy efficiency workshops and other educational programs focusing on the benefits of energy conservation and operating in a sustainable manner. The project will also educate faith-based institutions on availability of free energy audits and other incentives and services that may be available from DDOE and other sources. The target audience includes the diverse mixture of District-wide faith-based institutions. These efforts will benefit the faith-based institution and their members by providing the tools to assess energy performance of their facilities and begin to employ energy reduction measures, reducing overhead costs and worshipping in an environment that promotes the well-being of not only its parishioners, but the community as a whole.

This project will be funded by DDOE using federal American Recovery and Reinvestment Act (ARRA) funds provided by the US Department of Energy’s (USDOE) State Energy Program (SEP). The maximum grant period will run from the date of full execution of a Grant Agreement through March 31, 2012, unless terminated earlier as set forth herein. However, DDOE anticipates awarding this subgrant as soon as possible with work beginning in the Summer of 2010 and extending as long as the funding will allow. In addition to the USDOE and District reporting requirements, the Sub-Recipient shall comply with all ARRA requirements.

Section II: Award Information.

Subject to the availability of funds, up to fifty thousand dollars (\$50,000) in ARRA SEP funding may be available for this project. DDOE will provide additional support for this project in the

form of supplies for distribution to faith based institutions and memberships (such as CFL light bulbs, reusable bags, and other materials).

Section III: Eligibility Information.

1. Eligible Applicants.

Non-governmental organizations or non-profit institutions with current 501(c)(3) status with the IRS that have demonstrated experience in developing and promoting workshops and informational sessions on energy conservation, green operations, renewable education or other sustainable practices. Individuals are not eligible to apply.

2. Scope of Work

An organization/entity who applies for the Green Faith Initiative needs to perform the Scope of Work outlined in **Attachment A**. These funds are intended for the education of the faith based community about energy efficiency and environmental stewardship.

3. Source of Grant Funding and Applicable Federal and District Requirements

Subject to the availability of funding, the total obligation by DDOE under this grant shall not exceed Fifty Thousand dollars (\$50,000). This project is funded under ARRA, and the rules and guidelines for ARRA funded project are outlined in **Attachment B**.

Of particular importance, the sub-recipient under ARRA, and any subcontractors it retains, must comply with:

- Monthly reporting requirements for spending and hours worked
- Strict dollar-for-dollar accounting of ARRA funds independent of other accounts
- Payment of living wages pursuant to the federal Davis-Bacon Act
- Compliance with equal protection laws and whistleblower protections
- Requirements to post grant spending, hours worked, and any job openings onto websites specified by DDOE.

The Sub-recipient must ensure that all subcontractors comply with ARRA and other federal and District regulations. Training and technical assistance will be provided by DDOE to ensure understanding of these requirements, but the sub-recipient will be accountable for compliance.

The Sub-Recipient shall also comply with the District Certified Business Enterprise (CBE) requirements as established by the District of Columbia Department of Small and Local Business Development guidance at www.dslbd.dc.gov. The Sub-Recipient shall document its efforts to meet the District CBE participation in procurement under this grant and submit all

documentation available to DDOE. The Sub-Recipient will use its best efforts to ensure its Subcontractors, and/or Vendors comply with the requirements in this paragraph.

Pursuant to the DC Language Access Act of 2004, the Sub-Recipient must, when applicable, collect data on the number of limited or no-English proficiency LEP/NEP constituents being served by this project per quarter, and languages spoken by said clients, and provide this information to DDOE. The Sub-Recipient must refer these constituents to DDOE for language services needed, as applicable.

If the Sub-Recipient expends an aggregate of \$500,000 or more from all Federal sources in a calendar year, the Sub-Recipient shall obtain an independent audit, at their own expense, of program expenditures in accordance with OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," which the grantee shall comply with, in addition to other Federal regulations. Sub-Recipient shall make all audit information available and/or their audit reports to DDOE. If Sub-Recipient already conducts an independent annual audit pursuant to Circular A-133, this audit will comply with the OMB requirement. Sub-Recipient shall ensure that its Subcontractors and Vendors comply with the requirements set forth in this paragraph.

Under Federal OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," Section 42 Codes of Conduct provides:

a. Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of Contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a Contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, or parties to sub-agreements. However, Sub-Recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

b. The Sub-Recipient shall disclose to DDOE all entities with which it Contracts or sub-Contracts to conduct activities pursuant to the Sub-Grant Agreement and, further, identify any interest it possesses in any of said entities. The Sub-Recipient shall disclose the nature of said interest and submit to DDOE copies of the entities corporate filings including employee identification numbers. If a conflict of interest is found between Sub-Recipient and its Sub-Contractors and/or Sub-Recipient Vendors, Sub-Recipient will be given seven calendar days to sever the business relationship pursuant to the Sub-Grant Agreement with the entity that poses a conflict of interest. Failure to do so will result in possible defunding at the discretion of DDOE. Pursuant to D.C. Official Code § 22-2405, the making of a false statement to any District of

Columbia government agency, or instrumentality, is a criminal offense punishable by criminal penalties.

Section IV: Application and Submission Information.

1. Address to Request Application Package:

For further information, please contact:

Charles T. Satterfield, II
Energy Program Specialist
District Department of Environment
1200 First Street, NE, Fifth Floor
Washington, DC 20002
(202) 671-1744

2. Application Forms and Content:

Six (6) copies, including one signed original, of the proposal are to be submitted in a **sealed envelope or package conspicuously marked “Application in Response to Green Faith Initiative RFA”**. Applications must be mailed or hand delivered. E-mail, telephone, or facsimile submissions **will not be accepted.**

3. Submission Dates and Location:

Applications are due no later than 5:00 p.m. EST, on **Friday, June 11, 2010**. All applications will be dated and/or otherwise recorded upon receipt. Six (6) copies, including one signed original, must be delivered to:

District Department of Environment
Attention: Green Faith Initiative RFA
1200 First Street, NE, Fifth Floor
Washington, DC 20002
(202) 535-2600

Mail/Courier/Messenger Delivery: Applications that are mailed or delivered by Messenger/Courier services **must be** sent in sufficient time to be received by the 5:00 p.m. EST deadline on Friday, June 11, 2010 at the above location.

LATE APPLICATIONS RECEIVED AFTER 5:01 PM WILL NOT BE FORWARDED TO THE REVIEW PANEL.

Section V: Application Review Information.

1. Criteria:

Applicants' proposal submissions will be objectively reviewed against specific scoring criteria.

Criterion A: Demonstrated experience in developing and promoting informational activities (Total: 35%)

The applicant must provide an employment history and references relevant to the proposed activities in the subgrant. "Promoting informational activities" includes, but is not limited to, grassroots outreach on public issues; media promotion through television and radio commercials; facilitating public discussion of an issue through direct outreach and facilitation; and other community outreach. The application should include examples of prior successes with education messages to the public; awards and victories, if applicable; and a list of supporting staff and detailed experience of such staff.

Criterion B: Detailed proposal for advancing the project activities pursuant to the proposed subgrant (Total: 35%)

The applicant must provide a detailed proposal, including proposed messages, methods of communicating with the public, and plans to disseminate energy conservation and other green operations messages to the faith-based institutions.

The applicant must detail how messages will be targeted to specific areas of the city or parts of the faith based community, what percentage of effort is proposed to be directed to which target audiences, and why those areas and/or groups have been targeted. Please include any plans for coordination with other groups or organizations in this section.

The applicant should include a detailed budget and a timeline for proposed activities, including major deliverables and milestones for execution of the Green Faith Initiative.

Criterion C: Current and active leadership and organization in place (Total: 15%)

The applicant must provide a list and description of the applicant's employees, structure of organization, history of organization, and any anticipated changes over the coming 12 months to the organization's structure and employees. This should include key personnel and plans to replace key personnel who are departing or may depart the applicant's organization.

Criterion D: Budget (Total: 15%)

The applicant agrees to provide a detailed budget with line-item detail and narrative information that justifies each item. The budget should account for costs related to complying with wage and other applicable requirements under ARRA. DDOE will use this information to assess the level of outreach achieved for the funding requested.

2. Review and Selection Process:

The review panel will review, score and rank each applicant's proposal. When the review panel has completed its review, the panel will make recommendations for awards based on the scoring process. DDOE will make the final decisions. DDOE reserves the right to reject all grant applications or to reissue the RFA.

3. Anticipated Announcement and Award Dates:

This ARRA funded project is anticipated to start as soon as possible in the Summer of 2010.

ATTACHMENT A:

SCOPE OF WORK

Phase 1: Work Plan Development

The Sub-Recipient shall develop in coordination with DDOE staff within 30 days a work plan with a timeline and deliverables for a Green Faith Project (“Project”) to advance energy efficiency outreach activities to Washington DC faith-based institutions and promote adoption of practices to save energy, water, and money.

Phase 2: Project Planning

The Project will begin by convening meeting(s) of pastors/clergy from a core advisory group of faith-based institutions to collaborate with Sub-Recipient and DDOE and provide guidance and input on Project design and implementation. At this meeting, the Sub-Recipient will present proposed plans and seek input from the core advisory group

Phase 3: Kickoff/ Project Launch

Sub-Recipient will kick-off direct Project outreach to faith-based institutions and their members through direct contacts, mail, email or other means to educate them on opportunities to obtain free energy education/workshops and audits for their respective faith-based institution. The goal will be to sign up as many faith-based institutions as possible for the educational workshops and to direct the institutions to other DDOE administered programs that provide free energy audits and weatherization. Due to limited resources, all institutions that request DDOE’s free energy audits and weatherization will be placed in a lottery for consideration.

Phase 4: Institutional Outreach and Education

Sub-Recipient will provide targeted education and training programs that address the needs of faith-based institutions and their related programs/facilities/activities (such as schools, housing, feeding and shelter programs, recreational facilities) to address the goals stated below:

Energy Auditing and Conservation – training and education that explains impacts of energy use on our local and global environment and also on the bottom line finances of the institution and its membership.

Sustainability – training that explains and demonstrates the concept of meeting the needs of our current society in ways that do not harm or deplete our environment or compromise the ability of future generations to meet their own needs.

Source reduction training – explains and demonstrates the concept that we can reduce waste and pollution at the source by changing patterns of production and consumption.

Innovation – training and instruction that explains and demonstrates ways of developing alternative and innovative technologies and solutions to reduce energy use, promote healthy buildings and living, and protect the environment.

Phase 5: Membership Outreach

Sub-Recipient will provide targeted education and training programs for memberships of the faith-based institutions to explain how their individual actions can help improve the environment and save energy and money. This outreach will be coordinated with DDOE and other District programs and services that are available to residents and may, among others, include:

Energy Conservation Incentives and Assistance Programs – Educating members on programs and benefits available from DDOE and other sources to defray the costs of energy, install energy retrofits, conduct weatherization, and other programs.

Compact Fluorescent Lights Education and Distribution – Advocating the benefits of using CFL light bulbs as an easy step to save energy. Based on availability and project budget, activities could include a swap program where memberships bring in incandescent light bulbs to exchange for a free CFL light bulb during the workshops.

Promote Reuse – Advocating the concept of reuse to save energy and resources. Based on availability and project budget, coordination with the District’s Skip the Bag, Save the River campaign could include distribution of canvas bags to reduce use of disposables.

Promote Healthier Cleaning and Reduced Chemical Use – Advocating the concept of green cleaning and less toxic practices in the home (and the institution) to reduce use of conventional products that are petroleum-based and can have adverse health and environmental implications. Training and demonstration will demonstrate greener alternatives and techniques to help individuals and the faith-based institution staff create greener maintenance and operational routines for the institution.

ATTACHMENT B

PROVISIONS APPLICABLE TO PROCUREMENTS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

I. APPLICABILITY OF ARRA

This procurement is being funded by the District of Columbia with funds made available by the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (ARRA), and is subject to the reporting and operational requirements of ARRA. All Sub-Recipients and Sub-Contractors are subject to audit by appropriate federal and District entities. The District has the right to cancel, terminate or suspend the Contract if the Sub-Recipient or any of its Sub-Contractors fails to comply with the reporting or operational requirements of ARRA, as it may be amended.

II. REPORTING

In addition to the other reporting requirements in this Contract, the Sub-Recipient shall comply with all reporting requirements of ARRA, as follows:

A. **Definitions** as used in this Sub-Grant Agreement:

1. “**Contract**”: a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, Contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter Contracts; orders, such as purchase orders, under which the Contract becomes effective by written acceptance or performance; and bilateral Contract modifications.
2. “**Contractor**”: an entity that receives the funds from a District or Federal Agency to carry out or Contract out to perform the project set forth in the award. Also known as the Sub-Recipient.
3. “**Grant Administrator**”: the DDOE employee assigned to oversee execution of this Sub-Grant agreement.
4. “**Prime Recipient**”: a District agency which receives money from the Federal Agency. In this case, DDOE.
5. “**Sub-Contractor**”: an entity that Contracts directly with the Sub-Recipient to perform specific service(s) in the Project.
6. “**Sub-Grant Agreement**”: a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing.

In addition to bilateral instruments, Contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter Contracts; orders, such as purchase orders, under which the Contract becomes effective by written acceptance or performance; and bilateral sub-grant modifications.

7. **“Sub-Grantee”**: the Sub-Recipient.
 8. **“Sub-Recipient”**: an entity that receives the funds from a District or Federal Agency to carry out or Contract out to perform the project set forth in the award. Also known as the Contractor.
 9. **“Sub-Recipient Vendor”**: an entity that Contracts directly with the Sub-Recipient entity to provide supplies, equipment ancillary to the performance of the project set forth in the award.
 10. **“Total compensation”**: the cash and noncash dollar value earned by the executive during the Sub-Recipient or Sub-Recipient Vendor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):
 - a. *Salary and bonus.*
 - b. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. *Earnings for services under non-equity incentive plans.* Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - e. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - f. *Other compensation.* For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.
 11. **“Vendor”**: a dealer, distributor, merchant or other seller of goods or services which are required for the projects under the federal award pursuant to the MOU or Grant.
- B.** The Contract requires the Sub-Recipient to provide products and/or services that are funded under ARRA. Section 1512(c) of ARRA requires each Sub-Recipient to report on its use of ARRA funds under this Contract. These reports will be made available to the public.
- C.** Reports from Contractors for all work funded, in whole or in part, by ARRA, and for which an invoice and certified weekly payrolls have been submitted are due no later than the first business day after the end of each month.

- B. Unless otherwise directed by DDOE or USDOE, the Sub-Recipient shall report monthly the following information using the online reporting tools available at reporting.dc.gov:
1. The Contract and order number, as applicable.
 2. The amount of ARRA funds invoiced by the Sub-Recipient for the reporting period.
 3. A list of all significant services performed or supplies delivered, including construction, for which the Sub-Recipient invoiced in the previous month.
 4. Program or project title, if any.
 5. A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure.
 6. An assessment of the Sub-Recipient's progress towards the completion of the overall purpose and expected outcomes or results of the Contract (i.e., not started, less than 50% completed, completed 50% or more, or fully completed). This covers the Contract (or portion thereof) funded by ARRA.
 7. Names and total compensation of each of the five most highly compensated officers of the Sub-Recipient for the calendar year in which the Contract is awarded if:
 - a. In the Sub-Recipient's preceding fiscal year, the Sub-Recipient received:
 - i. 80% or more of its annual gross revenues from federal Contracts (and Sub-Contracts), loans, grants (and Sub-Grants) and cooperative agreements; and
 - ii. \$25,000,000 or more in annual gross revenues from federal Contracts (and Sub-Contracts), loans, grants (and Sub-Grants) and cooperative agreements; and
 - b. The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
 8. For Sub-Contracts valued at less than \$25,000, or any Sub-Contracts awarded to an individual, or Sub-Contracts awarded to a Sub-Contractor that in the previous tax year had gross income under \$300,000, the Sub-Recipient shall only report the aggregate number of such first tier Sub-Contracts awarded, and their aggregate total dollar amount.
 9. For any first-tier Sub-Contract funded in whole or in part under ARRA, that is over \$25,000, but not awarded to an individual or Sub-Contractor whose that in the previous tax year had gross income under \$300,000, the Sub-Recipient shall require the Sub-Contractor to provide the information described in **a, i, j, and k** of this paragraph below, to the Sub-Recipient. The Sub-Recipient shall advise the Sub-Contractor that the information will be made available to the public as required by section 1512 of ARRA.

The Sub-Recipient shall provide detailed information on these first-tier Sub-Contracts as follows:

- a.** Unique identifier (DUNS Number) for the Sub-Contractor receiving the award and for the Sub-Contractor's parent company, if the Sub-Contractor has a parent company.
 - b.** Name of the Sub-Contractor.
 - c.** Amount of the Sub-Contract award.
 - d.** Date of the Sub-Contract award.
 - e.** The applicable North American Industry Classification System (NAICS) code.
 - f.** Funding agency.
 - g.** A description of the products or services (including construction) being provided under the Sub-Contract, including the overall purpose and expected outcomes or results of the Sub-Contract.
 - h.** Sub-Contract number (the Contract number assigned by the Sub-Recipient).
 - i.** Sub-Contractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
 - j.** Sub-Contract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
 - k.** Names and total compensation of each of the Sub-Contractor's five most highly compensated officers, for the calendar year in which the Sub-Contract is awarded if:
 - l.** In the Sub-Contractor's preceding fiscal year, the Sub-Contractor received:
 - 1.** 80% or more of its annual gross revenues in federal Contracts (and Sub-Contracts), loans, grants (and Sub-Grants), and cooperative agreements; and
 - 2.** \$25,000,000 or more in annual gross revenues from federal Contracts (and Sub-Contracts), loans, grants (and Sub-Grants), and cooperative agreements; and
 - m.** The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. §§78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.
- 10.** A narrative description of the employment impact of work funded by ARRA. This narrative should be cumulative and only address the impact on the Sub-Recipient's workforce. At a minimum, the Sub-Recipient shall provide:
 - a.** A brief description of the types of jobs created and jobs retained. This description may rely on job titles, broader labor categories, or the Sub-Recipient's existing practice for describing jobs as long as

the terms used are widely understood and describe the general nature of the work; and

- b. An estimate of the number of jobs created and jobs retained by the Sub-Recipient. A job cannot be reported as both created and retained.

- 11. A unique identifier for each of the Sub-Recipient's employees working on a project funded by ARRA. The unique identifier will be the employee's last name combined with the last three numbers of their social security number.
- 12. Total hours worked on work funded by ARRA by each employee utilizing the unique identifier.

- D. The Sub-Recipient shall designate a responsible contact person who will ensure that the data described in Section II herein, is reported by the required time. The Sub-Recipient designates the following person as the contact person:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email address: _____

- E. A cumulative amount from all the reports submitted for this Contract will be maintained by the District's on-line reporting tools.
- F. The Sub-Recipient shall not use ARRA funds to meet the cost of its tracking and reporting requirements under its ARRA Contracts.

III. POSTING AVAILABLE JOB OPENINGS

The Sub-Recipient shall promptly post all new job openings on the District Department of Employment Services' website at www.dcnetworks.org.

IV. ACCESSIBILITY TO RECORDS

- A. Pursuant to section 1514 of ARRA, the Sub-Recipient agrees to allow any appropriate federal entity, including an inspector general:
 - 1. Access to examine any records of the Sub-Recipient and any Sub-Contractor pursuant to this Contract that pertain to, and involve transactions relating to, this Contract or any Sub-Contract under this Contract; and
 - 2. To interview any officer or employee of the Sub-Recipient, or any Sub-Contractor, regarding such transactions.
- B. Pursuant to section 902 of ARRA, the Sub-Recipient agrees to allow the Comptroller General and his representatives:

1. Access to examine any records of the Sub-Recipient or any of its Sub-Contractors that directly pertain to, and involve transactions relating to the Contract or Sub-Contract under this Contract; and
2. To interview any officer or employee of the Contractor or any of its Sub-Contractors regarding such transactions.

V. EQUAL EMPLOYMENT OPPORTUNITIES

In addition to the District's equal opportunity requirements, the Sub-Recipient shall comply with, and require its Sub-Contractors to comply with, all of the following federal laws for equal employment opportunities, if applicable:

- A. Titles VI and VII of the Civil Rights Act of 1964;
- B. Equal Pay Act of 1962;
- C. Age Discrimination in Employment Act of 1967;
- D. Title IX of the Educational Amendments of 1972;
- E. Section 504 of the Rehabilitation Act of 1973;
- F. Age Discrimination Act of 1975;
- G. Titles I and V of the Americans with Disabilities Act of 1990;
- H. Fair Housing Act;
- I. Fair Credit Reporting Act;
- J. Equal Educational Opportunities Act; and,
- K. Uniform Relocation Act;

VI. WHISTLEBLOWER PROTECTIONS

- A. Pursuant to Section 1553 of ARRA, the Sub-Recipient and all Sub-Contractors are prohibited from discharging, demoting or otherwise discriminating against any employee of the Sub-Recipient or any Sub-Contractor as a reprisal for disclosing any of the following information that the employee reasonably believes is evidence of:
 1. Gross mismanagement of the Contract related to ARRA funds;
 2. Gross waste of ARRA funds;
 3. A substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
 4. An abuse of authority related to the Contract, including the competition for or negotiation of the Contract, related to ARRA funds; or
 5. A violation of law, rule or regulation related to ARRA funds.
- B. The inspector general shall receive and investigate all complaints alleging a violation of paragraph **VI. A.**, of this section.
- C. All Sub-Recipients and Sub-Contractors receiving ARRA funds shall post a notice of employee rights as described in **VI. A.**, of this section in conspicuous locations with other required employee rights information.

VII. ADDITIONAL PROVISIONS APPLICABLE TO CONTRACTS

A. U.S. Department of Labor (U.S. DOL) Wage Determinations

1. The Sub-Recipient and its Sub-Contractors shall pay all laborers and mechanics wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). With respect to the labor standards, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. The Contractor shall be bound by the wage rates for the term of the Contract.
2. All rulings and interpretations of the Davis-Bacon and related Acts contained in 20 CFR Parts 1, 3 and 5 are herein incorporated by reference in this Contract.

B. Buy American

1. Pursuant to Section 1605 of ARRA, the Sub-Recipient and all Sub-Contractors must use steel, iron and manufactured goods that have been produced in the United States, unless the Government determines one of the following:
 - a. The use of those materials would be inconsistent with the public interest;
 - b. That there is an insufficient quantity or quality of steel, iron or relevant manufactured goods that were produced in the United States; or
 - c. The use of those materials would increase the cost of the project by more than 25%.
2. The Sub-Recipient may seek a waiver from the Buy American requirements by appealing to the appropriate agency under the rules at 2 CFR Part 176.

VIII. PROVISIONS APPLICABLE TO SUB-CONTRACTORS

The Sub-Recipient shall provide a copy of this Attachment to all of its Sub-Contractors under this Contract.